Prepared by:
Kathleen K. DeMaria
Smith, Sauer & DeMaria
Post Office Box 12446
Pensacola, FL 32591-2446

CERTIFICATE OF TRUST

PATRICIA CANTAVESPRE hereby certifies that:

- A. She has created a Trust and that she is the Grantor of that certain Trust Agreement dated <u>Septembur 16</u>, 2008, and that PATRICIA CANTAVESPRE is the Trustee of said Trust. This Trust is known as the PATRICIA CANTAVESPRE REVOCABLE TRUST AGREEMENT.
- B. If I become unable or unwilling to serve as trustee I hereby nominate and appoint J. ALAN KOHR as successor trustee. In the event J. ALAN KOHR shall become unable or unwilling to serve as trustee APRIL DONOVAL shall become successor trustee.
- C. Grantor, during the Grantor's lifetime, by written instrument, may revoke in whole or in part, alter, and amend her share of the trust agreement without the consent of the Trustee or any person, by giving written notice to Trustee to that effect. Notwithstanding the above, the duties, responsibilities, and rate of compensation of Trustee may not be altered or modified without its written consent.
- D. The Trustee is possessed with all of the following rights and powers among others:
- 1. To retain for any period of time without limitation, and without liability for loss or depreciation in value, any property transferred to the Trustee, including partnership interests (whether general, special, or limited), even though the Trustee could not properly purchase the property as a trust investment and though its retention might violate principles of investment diversification;
- 2. To sell at public or private sale, wholly or partly for cash or on credit, contract to sell, grant or exercise options to buy, convey, transfer, exchange, or lease (for a term within or extending beyond the term of the trust) any real or personal property of the trust, and to partition, dedicate, grant easements in or over, subdivide, improve, and remodel, repair, or raze improvements on any real property of the trust, and in general to deal otherwise with the trust property in such manner, for such prices, and on such terms and conditions as any individual might do as outright owner of the property;

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- 3. To borrow money at interest rates then prevailing from any individual, bank, or other source, irrespective of whether any such individual or bank is then acting as Trustee, and to create security interests in the trust property by mortgage, pledge, or otherwise;
- 4. To invest in bonds, common or preferred stocks, notes, real estate mortgages, common trust funds, shares of regulated investment companies, currencies, partnership interests (whether general, special, or limited), or other securities or property, real or personal, domestic or foreign, including partial interests, such as life estate, term or remainder interests, without being limited by any statute or rule of law governing investments by Trustees;
- 5. To make allocations, divisions, and distributions of trust property in cash or in kind, or partly in each; to allocate different kinds or disproportionate shares of property or undivided interests in property among the beneficiaries or separate trusts, without liability for, or obligation to make compensating adjustments by reason of, disproportionate allocations of unrealized gain for federal income tax purposes; and to determine the value of any property so allocated, divided, or distributed;
- 6. To make such elections and allocations under the tax laws as the Trustee deems advisable without regard to the relative interests of the beneficiaries; the Trustee shall not make adjustments between principal and income, or in the interests of the beneficiaries, to compensate for the effects of such elections and allocations; and any decision made by the Trustee with respect to the exercise of any tax election or allocation shall be binding and conclusive on all persons;
- 7. To exercise in person or by general or limited proxy all voting and other rights, powers, and privileges and to take all steps to realize all benefits with respect to stocks or other securities; and to enter into or oppose, alone or with others, voting trusts, mergers, consolidations, foreclosures, liquidations, reorganizations, or other changes in the financial structure of any corporation;
- 8. To cause any security or other property to be held, without disclosure of any fiduciary relationship, in the name of the Trustee, in the name of a nominee, or in unregistered form;
- 9. To pay all expenses incurred in the administration of the trust, including reasonable compensation to any Trustee, and to employ or appoint and pay reasonable compensation to accountants, depositaries, investment counsel, attorneys, attorneys-in-fact, and agents (with or without discretionary powers);

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- 10. To deal with the fiduciary or fiduciaries of any other trust or estate, even though the Trustee is also the fiduciary or one of the fiduciaries of the other trust or estate;
- 11. To compromise or abandon any claim in favor of or against the trust;
- 12. To lend money to the personal representative of my estate, and to purchase property from the personal representative of my estate and retain it for any period of time without limitation, and without liability for loss or depreciation in value, notwithstanding any risk, unproductivity, or lack of diversification;
- 13. To commingle for investment purposes the property of the trust with the property of any other trust held hereunder allocating to each trust an undivided interest in the commingled property;
- 14. To receive any property, real or personal, to be added to the trust, from me (and, if the Trustee consents in writing, from any other person) by lifetime or testamentary transfer or otherwise;
- 15. To execute instruments of any kind, including instruments containing covenants and warranties binding upon and creating a charge against the trust property and containing provisions excluding personal liability;
- 16. To use and expend the trust income and principal to (i) conduct or cause to be conducted environmental investigations of the trust property, including environmental audits, assessments, site monitoring, laboratory analyses, testing, title histories, aerial photographs, public and private records reviews, and any related inquiries arising out of or in any way related to liability or claims under federal, state or local environmental statutes, regulations, ordinances, requirements, demands of government authorities or policies or under common law ("environmental laws"); (ii) take appropriate remedial action to contain, clean up or remove any actual or threatened environmental hazard, including a spill, release, discharge or contamination, and conduct site restoration work on the trust property and notify the appropriate federal, state or local authorities either on its own accord or in response to an actual or threatened violation of environmental laws; (iii) institute legal proceedings, claims and demands concerning environmental hazards, contamination or condition of the trust property, or contest, pay, compromise, settle or comply with legal proceedings, claims, demands, orders, penalties, fines and damages brought or imposed by federal, state or local government authorities or by a private litigant; and (iv) employ agents, consultants and legal counsel to assist with or perform the above undertakings or actions. Any expenses or costs

incurred by the Trustee under this subparagraph may be charged against income or principal as the Trustee shall determine;

- 17. To perform all other acts necessary for the proper management, investment, and distribution of the trust property; and
- 18. Grantor also waives the Trustee's compliance with the terms of Florida Statutes as to underproductive property and Florida Statutes as to charges against income and principal. In addition to the foregoing powers the Trustee is authorized to buy, sell and trade in securities of any nature, including short sales, on margin and for such purpose maintain and operate margin accounts with brokers and may pledge any security held or purchased by him or her with such brokers as security for loans and advances made to the Trustee.
- E. The Grantor reserves the right to reside upon any real property placed in this Trust as the Grantor's permanent residence during the Grantor's life, it being the intent of this provision to retain for the Grantor the requisite beneficial interest and possessory right in and to such real property to comply with Florida Statutes such that said beneficiary interest and possessory right constitute in all respects, "equitable title to real estate" as that term is used in Seqtion 6, Article VII, of the Constitution of the State of Florida. Notwithstanding anything contained in this Trust inconsistent with this provision, the Grantor's interest in any real property in which the Grantor resides pursuant to the provisions of this Trust shall be deemed to be an interest in real property and not personalty and shall be homestead of the Grantor.

EXECUTED on <u>/8 September</u>, 2008, at Pensacola, Escambia County, Florida.

Jennifer M. Hall

Printed Name of Witness

Printed Name of Witness

Grantor:

DATPICTA CANTUATICODE

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STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me on this 18th day of September , 2008, by PATRICIA CANTAVESPRE,

) to me personally known

) Identified by Driver's License) Identified by _____

and who did not take an oath.

Notary Public

Patricia E. Stevens

Printed Name

My Commission Expires:

PATRICIA E. STEVENS MY COMMISSION # DD 594371 EXPIRES: September 12, 2010

Bonded Thru Notary Public Underwriters

(NOTARY SEAL)

Filed and Recorded Official Public Records Judge of Probate, Shelby County Alabama, County Clerk **Shelby County, AL** 09/27/2021 10:11:35 AM **\$34.00 CHERRY** 20210927000468520

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